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Collective Bargaining Agreements

7-22-1942

University of Pennsylvania Trustees, International Union of Operating Engineers, Locals 835-835A (1942)

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University of Pennsylvania Trustees, International Union of Operating Engineers, Locals 835-835A (1942)

Location

Philadelphia, PA

Effective Date

7-22-1942

Expiration Date

7-21-1943

Employer

Trustees of the University of Pennsylvania

Union

International Union of Operating Engineers

Union Local

835-835 A

NAICS

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Sector

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Keywords

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Comments

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Engineers # (apl)
835-835 A
Phila. Pa.
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CONFIDENTIAL
AGREEMENT

AGREEMENT ENTERED into by and between the ~~TRUSTEES OF THE~~
UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as the
Employer), and the INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCALS, NOS. 835-835 (A), (hereinafter referred to as the Union).

11-21-44

ARTICLE 1. RECOGNITION:

The Employer agrees to recognize the Union as the exclusive bargaining agent for the engineers and firemen working full time in the Employer's plant at 30th and South Streets, and further agrees to give preference to members of the Union when employing new engineers and firemen, if satisfactory Union men can be procured within a reasonable time.

ARTICLE 2. HOURS OF WORK AND OVERTIME PROVISIONS:

The Employer agrees that forty-eight (48) hours in six days shall constitute a week's work. All time worked in excess of forty (40) hours in any work week shall be compensated for at the rate of time and one half time of his regular hourly rate of pay.

The Employer guarantees all men covered by this agreement employment fifty-two(52) weeks per year at forty-eight (48) hours per week.

When an employee is working on a higher job, said employee shall receive the higher rate of pay as long as he is on that job, except during vacation shift positions.

ARTICLE 3. MINIMUM RATES OF WAGES:

Engineer in charge	\$.93 per hour
Shift Engineers88 " "
Relief Engineers83 " "
Firemen73 " "
Maintenance Mechanic68 " "
Helpers53 to .58 per hour

ARTICLE 4. SENIORITY:

Seniority shall prevail in the promotions and laying off of men covered by this agreement all conditions being equal.

ARTICLE 5. VACATIONS

Two (2) weeks vacations with full pay each year shall be granted to all men covered by this agreement after one (1) year's service.

ARTICLE 6. HOLIDAYS:

The following holidays shall be compensated for at the rate of time and one half time if worked, if not worked straight time shall be paid: New-Year's Day, Memorial Day, Fourth of July,

Labor Day, Thanksgiving Day and Christmas Day. If holidays fall on a worker's day off said worker shall not receive any compensation.

ARTICLE 7. MILITARY SERVICE:

It is agreed by both parties to this agreement that in the event any of the men covered by this agreement are called into the Military service of the United States they shall be restored to their former positions with full seniority rights in accordance with the laws of the United States. A proportionate amount of vacation pay shall be granted to all such men covered by this agreement covering the time of their last vacation until the time of their induction in to the Military service.

ARTICLE 8.

The rates specified in article (3) shall not operate to reduce the present weekly compensation of members of the Union; but in spite of Article (3) and this provision, in case there is a general percentage reduction of all University employees, members of the Union will be subject to a reduction similar to that suffered by other employees of a like status.

ARTICLE 9. ARBITRATION

Any disputes arising between the Employer and the Union that cannot be adjusted by the Employer and the Union Representative shall be referred to a Board of Arbitration mutually acceptable and a decision rendered within ten (10) days. The decision of the Board of Arbitration shall be final and binding upon both parties. The expenses of the Arbitration shall be shared equally between the parties.

ARTICLE 10.

There shall be no lockouts by the Employer, and no strikes picketing or stoppage of work by the Union or by any of the Employees covered by this agreement during the period of this agreement unless or until the procedure outlined in article (9) has been exhausted and the party against whom the decision of the Board of Arbitration was made has refused to abide by or comply with that decision.

ARTICLE 11.

This agreement shall not bind the Union to continue its members at work during any period that members of other Unions' employed by the Employer are on strike.

ARTICLE 12. EXPIRATION:

This agreement is made this 24th day of August 1942, and shall become effective as of the 22nd day of July 1942, and shall continue for the period of one year from that date. Either party may give

notice of its desire to terminate or alter the terms of this agreement more than sixty days prior to its expiration. In the absence of such notice the agreement shall be renewed for a period of another year and thereafter from year to year until such notice is given.

SIGNED FOR THE UNION:

John Eveland (Signed)
Business Representative,

SIGNED FOR THE EMPLOYER:

Paul H. Musser (Signed)
Administrative Vice-President
for the Trustees of the University
of Pennsylvania.

INTERNATIONAL UNION OF OPERAT-
ING ENGINEERS, LOCALS, NOS
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